



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 18, 2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

***Project Title/Description:**

Emergency Eviction Legal Services – Emergency Housing

***Purpose:**

The Emergency Eviction Legal Services (EELS) Emergency Housing program provides low-barrier, temporary bridge housing in a noncongregate setting to individuals and families who are homeless due to recent eviction or other circumstances and, due to familial status, health conditions, or other circumstances, are not good candidates for traditional congregate shelters. Program participants are provided on-site case management and supportive services. Since inception, 85% of participants have exited to positive housing destinations. On August 23, 2023, Pima County and the City of Tucson entered into an Intergovernmental Agreement (IGA) (CT-CR-24*046) under which the County and the City partnered to move operations of the EELS Emergency Housing program to the Knights Inn (now known as The Craycroft shelter), a hotel owned by the City.

On February 6, 2024, the Board accepted a grant award of \$3,513,944 from the Arizona Department of Housing Homeless Shelter and Services fund (ADOH-HSSF) to fund operation of the shelter through fiscal year 2025-2026. In order to effectuate that award, the County is required to terminate the prior IGA and enter into this new IGA to shift operational funding to the ADOH-HSSF grant. In addition, this new IGA makes the following operational changes: (1) the County will now provide overnight security, and the monthly payment to the City is reduced accordingly and (2) a mechanism is included in the new IGA to allow the City to perform minor repairs and improvements that are the County's responsibility and bill the County for the actual, reasonable cost. The new IGA will continue to be effective through December 31, 2024 and renewable for up to nine periods of one year each, subject to funding and City/County agreement.

***Procurement Method:**

This IGA is a non-Procurement contract not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Individuals and families who have been evicted will receive temporary housing, case management, and supportive services toward the desired outcome of exiting to positive housing destinations and increased workforce participation.

***Public Benefit:**

A reduction in unsheltered homelessness and increased workforce participation benefit program participants and the community as a whole.

***Metrics Available to Measure Performance:**

The primary performance metric is exits to positive housing destinations. Additionally, detailed demographic and other information is collected on program participants in the Homeless Management Information System.

***Retroactive:**

Yes, to January 1, 2024. The ADOH-HSSF grant was accepted February 6, 2024, but the grant setup and this IGA could not be completed until after a fully executed grant agreement was provided by ADOH on April 26. City and County staff simultaneously worked on developing a draft amendment to the prior IGA, which was submitted to Grants Management & Innovation (GMI) on April 9. GMI advised that two separate IGAs were required because one was needed for each funding source. Drafts of two separate IGAs were then prepared, and GMI approved them May 17, 2024. On May 19, 2024, the revised drafts were sent back to City staff, which confirmed approval May 22, 2024. The first available Board meeting is June 18, 2024. If the IGA is not approved, the County will not have funding to run the program and will have to return grant funding previously accepted by the Board to ADOH.

TO: COB, 6-3-2024 (1)
Vers: 1 pgs: 15

Govt approved
(PUC) 5/31/24

JUN03*24PM1259 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 24-475
Commencement Date: 1/1/2024 Termination Date: 12/31/2024 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 1,197,683 * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Arizona Department of Housing – S.B. 1720 Homeless Shelter & Services Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☒ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Andy Flagg, Deputy Director

Department: Community & Workforce Development

Telephone: 724-8508

Department Director Signature: [Signature] Date: 5/28/2024

Deputy County Administrator Signature: [Signature] Date: 31 May 2024

County Administrator Signature: [Signature] Date: 6/1/2024

**Intergovernmental Agreement
between
Pima County and the City of Tucson for
Occupancy and Operation of Low-Barrier Shelter at Knights Inn**

This Intergovernmental Agreement (this “**Agreement**” or “**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”), and the City of Tucson, Arizona, a municipal corporation (“**City**”), pursuant to A.R.S. § 11-952.

1. Background and Purpose.

- 1.1. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- 1.2. City and County entered into a previous Intergovernmental Agreement, effective August 23, 2023 (“**Prior IGA**”) providing for County’s operation of a low-barrier non-congregate shelter (“**Shelter**”) the City-owned former Knights Inn, real property identified by Pima County Assessor Tax Parcel Numbers 131-01-014J and 131-01-014H, and improvements on those parcels (collectively, “**Knights Inn Property**” or “**Property**”).
- 1.3. City funded a portion of the cost of acquiring and rehabilitating the Knights Inn Property using City of Tucson/Pima County Housing and Urban Development HOME-American Rescue Plan (“**HOME-ARP**”) funds. The Knights Inn Property is being used and is to be used as a HOME-ARP Non-Congregate Shelter (NCS) for individuals and families in qualifying populations. This use meets one of the four eligible activities for HOME-ARP funds—i.e., acquisition and development of NCS (HOME-ARP Notice CPD 21-10).
- 1.4. County has been operating the Shelter at the Knights Inn Property since October 2023, and paying the City a monthly payment (“**Rent**”) from American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund (“**ARPA-CSLFRF**”).
- 1.5. County has ensured and will ensure its Program meets Admission and Occupancy requirements for HOME-ARP NCS activities, per HOME-ARP Notice CPD 21-10, Section IV.C, and Section VI.E.1.
- 1.6. County was subsequently awarded funding from the Arizona Department of Housing Homeless Shelter & Services (“**ADOH-HSSF**”) to, among other things, fund the Rent, commencing January 1, 2024.
- 1.7. The Pima County Board of Supervisors accepted the ADOH-HSSF funding on February 6, 2024, and County received the executed Funding Agreement from ADOH on April 26, 2024.
- 1.8. County requires a separate agreement in order to switch the funding for the Rent from ARPA-CSLFRF funding to ADOH-HSSF funding.
- 1.9. Neither City nor County is in default under the Prior IGA.

- 1.10. City and County desire to retroactively terminate the Prior IGA conditioned upon the contemporaneous adoption of this IGA, to provide for payment of the Rent from ADOH-HSSF funds as well as all other terms of the parties' agreement with respect to operating the Shelter.
2. **Term; Extension Options.** This IGA commences January 1, 2024, and terminates December 31, 2024 ("**Initial Term**"). If the commencement date is before the date that this Agreement is fully approved and executed by the parties, it will nevertheless be deemed to have been effective as of the commencement date. If allowable under ADOH-HSSF or other available funding source and County is not in default, County may apply to renew this IGA for up to nine additional periods of up to one year each ("**Extension Option**"). No later than 90 days before the end of the Initial Term or any Extension Option, County will notify City in writing whether it wishes to exercise an Extension Option. City may choose to accept or reject County's renewal request in City's sole discretion.
3. **County Responsibilities.** County will:
 - 3.1. Using ADOH-HSSF funds, pay City, without deduction, demand, offset, or counterclaim on the commencement date, Rent as follows:
 - 3.1.1. \$39,922.92 per month for January through May, 2024.
 - 3.1.2. \$32,002.92 per month beginning June 1, 2024 (this reduced payment reflects the shifting of responsibility for security from City to County effective June 1, 2024).
 - 3.1.3. County will pay by check of cashier's check made payable to the City of Tucson and mailed to:

City of Tucson
Finance Division,
Customer Code LF879PIMACO
P.O. Box 27210
Tucson, AZ 85726
 - 3.2. Provide sufficient staffing to ensure safe and effective operation of the Program.
 - 3.3. Except to the extent that City is specifically responsible for maintenance or repair under this IGA, perform, at its cost, the following Program functions:
 - 3.3.1. Maintain the Property in clean, orderly, and good condition.
 - 3.3.2. Replace furnishings.
 - 3.3.3. Provide food and other shelter services.
 - 3.3.4. Pay legal fees associated with eviction, if required.
 - 3.3.5. Replace stolen or lost City-owned property, including appliances.
 - 3.3.6. Provide cleaning and janitorial services.
 - 3.3.7. Beginning June 1, 2024, provide security services between the hours of 7 p.m. and 7 a.m. daily.

- 3.4. Give notice to City within 24 hours, except in the case of fire immediately after County learns of any accident in or about the Property, all fires on the Property, all damages to or defects in the Property, including sanitary, electrical, heating, air conditioning, or other system located in or passing through the Property or any part thereof.
 - 3.5. Recognize the City by name as a Program partner in all publications, media, and electronic and printed materials related to activities conducted and services delivered at Property, and include the City of Tucson logo in all print and electronic materials related to Property.
 - 3.6. When County bears financial responsibility for maintenance, repair, or improvement work under this Section 3, Section 4, or Section 6 of this IGA, and desires to have City perform the work at County expense, County may request that City perform the work, either itself or through a contractor, and upon completion of the work and acceptance by County, reimburse City for the actual cost of the work and a reasonable administrative fee not to exceed 10% of the cost of the work. City may, in its absolute discretion, decline to perform work requested by County. Upon acceptance and completion of work requested under this Subsection 3.6, County will promptly inspect the work, and notify City in writing whether, in County's judgment (which must be commercially reasonable) the work is approved or rejected. If rejected, County may request modifications to the work, which City may accept or decline in accordance with this Section 3.6. The aggregate cost of work performed under this Subsection 3.6 may not exceed \$50,000.00. For purposes of implementing this Subsection 3.6, County and City will each, in writing, designate a liaison for purposes of requesting and approving work. Either party may change the liaison at any time by notifying the other party in writing of the change.
4. **City Responsibilities.** City will:
- 4.1. At its cost, except in the case of damages caused by negligence or willful conduct of County or Program clients, in which case at County's cost:
 - 4.1.1. Subject to the remainder of this Section 4 and all provisions of this IGA relating to damage, destruction, or condemnation of the Property and to County's indemnification of City, maintain, replace, and make all necessary repairs to the structure of the Knights Inn Property and all buildings on that property (including the foundation, bearing walls, roof, sidewalks, and curbs).
 - 4.1.2. Maintain, replace, and make all necessary repairs to the common areas.
 - 4.1.3. Repair and replace the sewage, water, plumbing, and electrical systems that serve the Knights Inn Property.
 - 4.1.4. Repair and replace the heating, ventilation, and air conditioning systems that serve the Knights Inn Property and common areas.
 - 4.1.5. Be responsible for routine maintenance and repairs, excluding the cost of destruction or damage caused through negligence or willful conduct of County or Program clients.
 - 4.1.6. Monthly interior and exterior termite and pest control services.
 - 4.1.7. Provide (and replace) rental unit keys and locks.

- 4.2. Pay for utilities for the Knights Inn Property (gas, electricity, water).
- 4.3. Maintain and repair the landscaping on a monthly basis.
- 4.4. Promptly notify County of the approval or denial of a request to perform work under Subsection 3.6 of this IGA. Upon acceptance of a request to perform work under Subsection 3.6, City will promptly provide County a cost estimate, which County may accept or reject in its sole and absolute discretion. Upon acceptance of an estimate by County, City will commence and diligently perform the work to completion, and notify County in writing upon completion of the work. Upon approval by County, City will invoice County for the actual cost of the work plus a reasonable administrative fee not to exceed 10% of the total cost of the work.
5. **City Access.** City and City's authorized representatives will have the right to enter the Knights Inn Property at all reasonable hours (and at any time in the event of an emergency) to: (a) inspect the Knights Inn Property; (b) fulfill any City Responsibilities outlined in Section 4 above; (c) determine whether County is complying with its obligations under the terms of this Agreement; and (d) alter, improve, or repair the Knights Inn Property. City will not be required to provide notice prior to entry.
6. **Improvements to Property.** City will deliver the Property to County in "as is" condition with all equipment and operating systems in good and normal working order. County may only improve the Property during the Initial Term or any Extension Option with express written consent of City. All costs associated with County's improvements will be at County's sole expense.
7. **Mechanics Liens.** County will keep the Property free from any liens arising from work performed, materials furnished, or obligations incurred by County and will indemnify, hold harmless, and defend City from any liens and encumbrances arising from any work performed or materials furnished by or at the direction of County. Upon completion of any approved construction activity, copies of signed lien waivers and updated "As-Built" drawings and plans of said work will be supplied promptly to City by County.
8. **Termination.**
 - 8.1. Either party may terminate this IGA without cause by providing written notice of termination to the other party. The termination will be effective on the date that is 90 days after the date of the notice.
 - 8.2. Either party may terminate this IGA for cause by providing written notice specifying the other party's alleged default. The party alleged to be in default has 10 days from the date of the notice to cure the default, unless a longer cure period is reasonably required under the circumstances, in which case the defaulting party must commence the cure within 10 days from the date of the notice and thereafter diligently pursue the cure to completion. If the default is not cured within 10 days (or a longer cure period reasonably required under the circumstances), this IGA terminates immediately.
9. **Damage or Destruction.** County will give written notice to City within 24 hours, or in the case of fire immediately, after County learns of the occurrence of any damage or destruction by fire or other casualty to or in connection with the Knights Inn Property or any portion

thereof. If during the Initial Term or any Extension Option, the Property or any portion thereof is damaged by casualty, City will repair or restore the Property to the condition required to remain in compliance with the HOME-ARP rules as outlined in HUD Notice CPD-21-10. If the City determines in its sole discretion that the damage or destruction is so significant that it is not economically feasible to restore the Property to the condition required by the applicable HOME-ARP rules or that repair would take more than 60 days, City may elect not to repair and instead terminate this IGA, which termination will be deemed to be effective as of the date of the casualty and Rent, including any Rent paid in advance, will be adjusted.

10. Condemnation.

10.1. Substantial or material taking: If all or a portion of the Knights Inn Property is taken through the exercise of the power of eminent domain such that the usefulness of the Property for County's intended use is materially impaired, either party may cancel this Agreement by notice to the other within 60 days after possession is taken, and the Rent provided shall abate as of the date possession is taken by the condemning authority.

10.2. Partial taking: If a portion of the Property is taken under the exercise of the right of eminent domain and the Property remain useable for County's intended use, then the rental herein provided shall be reduced from the date of such taking in direct proportion to the square footage reduction in the floor area of the Property (or the number of parking spaces reserved to County). After such partial taking, City at its cost and expense shall make all necessary repairs and alterations to the remaining portion of the Property to render it a complete architectural unit.

11. Insurance Requirements.

11.1. County's Insurance: Prior to County's access to the Property, County, at its sole cost and expense, shall obtain, keep in force, and maintain insurance for injury to persons or damage to property that may arise from or in connection with County's use of the Property. County may obtain a combination of insurance, self-insurance, or excess insurance to satisfy the insurance coverages and limits.

11.2. Commercial General Liability (CGL): Occurrence Form covering liability arising from Property, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 each occurrence and \$2,000,000 aggregate. Fire Legal Liability of \$2,000,000 each occurrence.

11.3. Workers' Compensation (WC) and Employers' Liability: Workers' Compensation statutory coverage with Employers' Liability limits of \$1,000,000 each accident and \$1,000,000 each employee-disease.

11.4. Property Insurance: County will provide Property Insurance for business personal property on a full insurable replacement cost basis for business property and improvement hereinafter constructed or installed by County.

- 11.5. Evidence of Insurance: Prior to occupancy and annually thereafter, County is to provide evidence of insurance coverages and limits naming City as an additional insured on primary and non-contributory basis. If County is self-insured, it will provide proof of program self-insurance limits to City.
- 11.6. City's Insurance: City will obtain and maintain during the term of this Agreement a combination of property insurance and self-insurance against "all risk" for the full replacement value of the Property.
- 11.7. Waiver of Subrogation: Each party agrees to a waiver of subrogation for CGL, WC and property coverages in favor of the other party and agrees to cause insurer to endorse policy for waiver, if necessary.
- 11.8. Injury Reports: County will provide to City by way of an incident report any occurrence involving injury to persons or damage to property related to the County's occupation of the Property. If any such injury to persons requires emergency medical treatment, County will contact City within one (1) business day of such incident. City has the right to investigate any incident involving injury to persons or property occurring at the Property and County will provide City with all information available to County about such incident.
- 11.9. Indemnity: To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. Each party's obligations and liabilities under this paragraph survive the expiration or termination of this Agreement.
12. **Assignment.** County will not assign its interest herein, nor will it sublease the Property or permit to be used by any unauthorized person or firm without the written consent of City at City's sole discretion.
13. **Surrender.** On or before the expiration or earlier termination of this Agreement, County, at County's expense, will remove any and all personal property ("**County's property**") placed on the Property by County. If removal of County's property impairs the security or structural integrity of the Property, County, at County's expense, will be responsible for repairing or replacing any damage caused by such removal prior to surrendering the Property back to City. Should County want to allow its property to remain in the Property after this Agreement's expiration or termination, and City does not object to County's property remaining in the Property, such property will become the sole and separate property of City at no cost to City. Upon surrendering the Property to City, County agrees to leave the Property in a condition at least as good as its condition on County's first day of occupancy, allowing for ordinary wear and tear, insured damage, and other damage for which County is not responsible for under this Agreement. County will reimburse City for any documented and itemized damage done to the Property that the City determines is caused by negligent or willful conduct of County, its servants, agents, invitees (including Program clients), volunteers, or employees. Nothing

herein will be deemed a waiver of any City rights to demand and obtain possession of the Property in accordance with the law in the event County breaches any of the terms or conditions hereof.

14. **Survival.** Any provision of the Agreement relating to any obligations that extend after the termination of this Agreement, including but not limited to indemnification, restoration of property, governing law, venue, and any other provisions related to the termination of this Agreement, shall survive any termination or expiration of this Agreement. Any provision which requires performance after the termination or expiration of this Agreement will also survive such termination or expiration.
15. **No Waiver.** No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder will impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.
16. **Force Majeure.** Neither party will be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond the control of the party unable to perform. The non-performing party will notify and consult with the other party regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.
17. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, including but not limited to the HOME-ARP rules, SB 1720 (2023 Ariz. Sess. Laws, ch. 133), and the Arizona Department of Housing Homeless Shelter and Services Funds 2023-2024 Notice of Funding Availability issued October 31, 2023 (copy attached as Attachment A). The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
18. **Non-Discrimination.** The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
19. **ADA.** The companies will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
20. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.

21. **Conflict of interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
22. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
23. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
24. **Workers' Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Workers' Compensation benefits for its employees.
25. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
26. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
27. **Amendment.** This IGA may only be modified, amended, altered, changed, or extended by written agreement signed by the parties.
28. **Counterparts.** This IGA may be executed in counterparts, each of which, when taken together, will constitute one original contract.
29. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by email and by hand delivery or certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

| | | | |
|---------|----------------------------|-------|-------------------------------|
| County: | Dan Sullivan | City: | Ann Chanecka |
| | Daniel.Sullivan@pima.gov | | Ann.Chanecka@tucsonaz.gov |
| Copy: | Andrew.Flagg@pima.gov | Copy: | Jason.Thorpe@tucsonaz.gov |
| | Lenora.Anderson@pima.gov | | Ben.Carpenter@tucsonaz.gov |
| | Director, Community & | | Director, Housing & Community |
| | Workforce Development | | Development |
| | 2797 E. Ajo Way, 3rd Floor | | 310 N. Commerce Park Loop |
| | Tucson, AZ 85713 | | Tucson, AZ 85745 |

30. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA.

PIMA COUNTY:

CITY OF TUCSON:

Adelita S. Grijalva, Chair
Board of Supervisors

Mayor, Regina Romero

ATTEST:

ATTEST:

Clerk of the Board

City Clerk, Suzanne Mesich

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party they represent.

PIMA COUNTY:

CITY OF TUCSON:



Deputy County Attorney

City Attorney

Attachment A (6 pages)
ADOH-HSSF 2023-2024 Notice of Funding Availability



Arizona
Department
of Housing

Homeless Shelter and Services Funds (HSSF)

--- 2023-2024 Notice of Funding Availability ---

Date Issued: October 31, 2023

1110 West Washington Street, Suite 280 | Phoenix, AZ 85007

Telephone: (602) 771-1000 | Facsimile: (602) 771-1002 | TTY: (602) 771-1001



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I. Introduction

The Arizona Department of Housing ("ADOH" or the "Department") is pleased to announce a Notice of Funding Availability ("NOFA") for \$40,000,000 in Homeless Shelter and Services Funding (HSSF). The FY2024 HSSF grant funds will be distributed in one funding round. Proposal submissions are due Thursday, November 30, 2023 at 5 p.m.

1.1 Funding Availability

| Fund Type | Total Amount Available |
|------------------------------------|-----------------------------|
| Homeless Shelter and Services Fund | \$ 40,000,000 |
| <i>TOTAL</i> | <i>\$ 40,000,000</i> |

This NOFA will remain in effect until further notice is posted on the Publications page of ADOH's website.

II. Application

ADOH will evaluate all Applications in accordance with this NOFA. ADOH shall deny any Application that fails to meet eligibility requirements regardless of its score. The following describes application criteria and requirements:

Proposed Scoring (Out of 100 total points)

| Scoring Criteria | Points |
|--|--------|
| Program Addresses Identified Need | 15 |
| Program Methodology including Outcomes | 30 |
| Program Implementation | 10 |
| Program Budget | 15 |
| Applicant Experience and Capacity | 20 |
| Applicant Collaboration/Leverage | 10 |

2.1 Eligible Projects and Other Requirements

A. Eligible Applicants

Eligible applicants include counties, cities, towns, Indian tribes, and non-profit organizations.

B. Eligible Activities and Maximum Proposed Award

Funding must be used for programs that provide shelter and services to unsheltered persons who are experiencing homelessness. The maximum available

award per project proposal is \$4 million. Applicants may submit more than one proposal.

Proposals awarded for acquisition, construction, or capital improvements will receive a conditional award. These activities require additional review to ensure project feasibility.

C. Proposed Project Timeframe

Program activities may commence following the executing of the grant agreement and funds shall be expended by June 30, 2026.

D. Homeless Management Information System (HMIS)

In order to track data and performance, Awardees must utilize the Homeless Management Information System within the jurisdiction where services are provided. Access and licensing information for HMIS can be obtained through the local Continuum of Care, as noted below:

1. Maricopa County: Maricopa Regional Continuum of Care (Maricopa Association of Governments)
2. Pima County: Tucson Pima Coalition to End Homelessness
3. Balance of State: AZ Balance of State Continuum of Care (Arizona Department of Housing)

E. Outcome and Performance Measures

Awarded applicants are required to report quarterly the:

- a. Number of unsheltered persons served quarterly
- b. Total number of nights shelter is provided
- c. Average length of time in the program
- d. Number of exits from the funded program to permanent housing
- e. Demographics of persons served in program
- f. Qualitative Narrative Report: a brief description of activities performed, including occurrences that caused variation from schedule, changes to plans, unforeseen circumstances, program progress, successes and/or barrier experienced, etc.

2.2 Proposal Information

Each proposal must include the information requested below. Proposal information should be presented in narrative form and may include tables or graphics to convey pertinent information.

1. Entity Information

- a. Organization name
- b. Organization Type
- c. Contact Person

- d. Contact Information
- 2. Proposed Program
 - a. Program Title/Name
 - b. Amount Requested
- 3. Description of Program: unsheltered population characteristics and/or geographic area to be served; activities or services to be delivered; is this a new, expansion on continuing program, and the service methodology to be implemented.
 - Briefly describe any formal partnerships or collaborations involved in the project including any additional funding, services or resources being provided through collaboration
 - If requesting capital funding for facility modification or expansion; must provide documentation of site control, zoning/permit status and construction timeline.
 - Anticipated Project Activity Start and End Date (*Funds must be expended by 6/30/26*)
 - Performance Metrics: identify and list specific measures that will be reported to demonstrate the impact of this funding. See Outcome Performance Measures for minimum reporting requirements.
 - Budget Details: provide a breakdown of activities in a line-item budget for the proposed project. Include additional details such as, staffing/personnel, fringe benefits, administrative costs, facility costs, operational costs, supplies, equipment as separate line items. If requesting multi-year funding please include columns to reflect expenses by year.
 - Conditional award - Proposals awarded for acquisition, construction, or capital improvements will receive a conditional award. These activities require additional review to ensure project feasibility.
 - Agency Capacity: Briefly describe your organization's expertise or ability to perform the proposed activities. This may include key personnel.
 - Agency Experience: Briefly describe the applicant's prior experience operating or providing unsheltered homeless programs similar to those being proposed.
 - Sustainability: HSSF funding is contingent on annual appropriation from the State legislature and may not be available beyond the funding term. Describe what strategies or resources are proposed to maintain the project after the grant term/funding ends.
 - Please note, if funds are used for capital or facility improvements, ADOH may request deed restrictions and/or other legal documentation that the facility will be used for the intended purpose for up to 5 years after start of operations.

III. Proposal Timeline, Funding and Notice of Award

3.1 Proposal Process Timeline

The following is a list of key dates in the proposal process:

| | |
|----------------------------------|------------------------------|
| NOFA release | October 31, 2023 |
| Q&A Webinar | November 9, 2023, 10:00 a.m. |
| Proposal Deadline | November 30, 2023, 5:00 p.m. |
| Anticipated Scoring/Review Panel | December 11, 2023 |
| Anticipated Award Notice | December 15, 2023 |

3.2 Funding Distribution

Funds will be disbursed on a reimbursement basis no less than quarterly. Awardee will be expected to provide all supporting documentation of expended funds. Up to 10% of the total award may be utilized for awardee administrative costs and/or indirect expenses.

3.3 Selection Notification

ADOH anticipates notifying all applicants within twenty (20) days of the proposal deadline as to whether their proposal will be funded. Due to the anticipated demand for funds, proposals may be partially funded rather than funded at the dollar amount requested.

IV. Proposal Submittal

A Preproposal Webinar Conference will be held on November 9, 2023, at 10:00 a.m.

Proposal narratives must be no longer than four (4) pages typed, minimum eleven (11) point font, and margins no less than half (1/2) an inch. A one (1) page Budget Template must be included. Supplemental attachments to support proposal will not count against total pages submitted. Applicants may utilize a header and/or footer to display information listed under entity information above.

Proposals must be submitted via the Arizona Department of Housing Special Needs portal ([link](#)) no later than Thursday, November 30, 2023 by 5:00 p.m.

Proposals may not be submitted via U.S. mail, Fed-ex, UPS, e-mail or fax.

Questions regarding this NOFA should be sent to LaQueena Soto, Administrative Services Officer III, at the following email address: laqueena.soto@azhousing.gov.